



DANUBE PRIVATE UNIVERSITY  
Fakultät Medizin/Zahnmedizin



## COOPERATION AGREEMENT

between

The **Danube Private University**, located in Krems (Steiner Landstraße 124, Krems, 3500, Austria), hereafter referred to as the “Party” legally represented by the President, Prof h.c. Marga B. Wagner-Pischel,

and

The **Ukrainian Medical Stomatological Academy (UMSA)**, located in Poltava (23 Shevchenko Str., Poltava, 36011, Ukraine), hereafter referred to as the “Party”, legally represented by the Rector Prof., Dr. Viacheslav Zhdan,

hereafter jointly referred to as the “Parties”

having regard to the legal framework applying in Ukraine and in Austria as well as to each organization’s regulations and policies, have concluded the present contract as follows:

### §1

The **Danube Private University** and the **Ukrainian Medical Stomatological Academy** agree to carry out direct collaborations in the areas of scientific research, education and academic exchange of students and staff.

### §2

1. This Agreement is intended to facilitate inter-organizational cooperation through the following activities:

- a) formation of joint education and scientific research projects in any area of common interest for both organizations;
- b) joint organization and conduction of scientific research;
- c) organization of coordinated educational activities;

- d) exchange of information and publications in fields of interest for both organizations;
- e) joint development of publications of common interest for both organizations;
- f) organization of international conferences, training sessions and scientific schools in Krems and Poltava;
- g) other cooperation activities agreed by both parties.

2. Both of the above organizations agree to work together to help increasing the scientific and methodic level of researches that are performed on the basis of the Danube Private University and the Ukrainian Medical Stomatological Academy.

Joint cooperation may include:

- a) organization and delivery of educational courses for mastery of modern research methods;
- b) organization and delivery of educational programs of academic staff exchange; implementation of joint conduction of epidemiological, molecular genetic, immunological and other investigations;
- c) short-term and long-term exchange of students, trainees of the Institute for Postgraduate Education, young specialists on the postgraduate level of education;
- d) postgraduate education and professional training of specialists of some spheres (according to the decision of both Parties);
- e) inviting leading specialists for lectures and experience exchange in the sphere of educational and methodical work;
- f) joint preparation and publication of textbooks and manuals;
- g) organization and hosting of meetings and symposiums on dental education, research and services in the field of Public health;
- h) academic exchange of the teaching staff, postgraduate students and doctors to study the educational process, scientific research and the newest methods of diagnostics and treatment;
- i) joint development and introduction into the practice of protective documents based on the research findings;
- j) joint preparation and publication of the results of fundamental and clinical investigations;
- k) consultations on the acquisition of modern scientific and educational equipment and reagents.

### §3

To implement the aforementioned activities, each mutually identified and agreed activity shall be covered by a separate Academic plan. These plans will provide the basis for specific terms and conditions under which the activities shall be undertaken.

### §4

To facilitate development of the Agreement and ensure its proper implementation, each institution will facilitate communication between academic units and aid in evaluations of the activities carried out. To promote the achievement of the aims of this Bilateral Agreement the Rector and the President can appoint a contact person, responsible for the communication and coordination of the interaction of the Parties within the framework of this Bilateral Agreement.

### §5

1. In connection with the conclusion of this Agreement, each Party shall provide data to the other Party to the extent and purpose that is necessary for the proper implementation of the Cooperation Agreement. Providing data will be in particular in the connection with the agreement regulations concluded in §2.
2. The Parties shall jointly agree that during the implementation of the Cooperation Agreement will do all activities with regard to the principle of due diligence having regard to the applicable regulations of law, in particular concerning the protection of personal data.
3. The Parties undertake to maintain the confidentiality and security of personal data to which they will have access in connection with the execution of this Agreement, whereas the state of secrecy applies both during the term of the contract and after its termination, with particular emphasis on the information concerning all data and company secrets, e.g. technical, technological, organizational and other information possessing an economic value to the other Party.

## §6

1. In the case of intellectual property protected as a business secret (know-how) applies similar principles as in the case of goods protected in the context of industrial property rights and copyright.
2. The Parties shall bear the responsibility for damages arising from the breach of confidentiality.

## §7

This Agreement does not have financial consequences for either Party. Detailed arrangements for the principles of cooperation for the implementation of the terms of this Agreement, including financial liabilities will be regulated by separate Agreements. All the information resulting from the joint activities carried out under this Agreement will be at the disposal of both parties, unless otherwise specified.

## §8

1. The present Agreement is approved in accordance with the provisions of both parties and will be valid, from the date of the last signature, for a period of five years. This Agreement will be renewed with the express agreement in writing of both parties.
2. Either party may terminate it by official, written notification delivered as early as possible, preferably at least six months in advance of the date of termination. In case of early termination of the Agreement, the projects already agreed to under this agreement will continue until completion when possible, unless this is contrary to the law or policies applicable to both organizations.
3. This Agreement is drawn up in English and Ukrainian, in four (4) copies, two for each Party. In case of divergence of interpretation of the linguistic content of this Agreement English texts shall prevail over the other language texts.
4. Any disputes that may arise from the implementation of this Agreement, the Parties agree to settle amicably through negotiation.

**Prof h.c. Marga B.Wagner-Pischel**  
**President**

Danube Private University

*Marga B. Wagner-Pischel*



Date of signing: M. 05. 2017

**Prof., Dr. Viacheslav Zhdan**

**Rector**

Ukrainian Medical Stomatological Academy

*Viacheslav Zhdan*



Date of signing: 05. 2017